



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: PD-5

001311

Amendment 3

May 25, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACTON/AGUA DULCE SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
FISCAL YEAR 2006-07
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Acton/Agua Dulce Shuttle Service can continue to be more economically performed by an independent contractor than by County employees.
2. Approve a third Amendment to Contract No. 001311, enclosed herewith, with Santa Clarita Valley Committee on Aging Corporation for the Acton/Agua Dulce Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed 12 months beginning July 1, 2006, while Public Works completes the solicitation process for a new operator.
3. Authorize Public Works to encumber a monthly amount of up to \$3,500 for this service. The necessary funds are available in the Fifth Supervisorial District's Proposition A Local Return Transit program, included in the proposed Fiscal Year 2006-07 Transit Enterprise Fund Budget.

4. Delegate authority to the Director of Public Works, or his designee, to expend up to an additional 20 percent of the annual Contract sum for unforeseen additional work within the scope of the Contract, if required.
5. Instruct the Mayor of the Board to execute the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 10, 2002, your Board authorized Public Works to negotiate a contract with Santa Clarita Valley Committee on Aging Corporation for the operation and management of a pilot program to provide fixed-route and paratransit shuttle services to patrons of the unincorporated areas of Acton, Agua Dulce, and Gorman. The pilot shuttle service assessed the need for permanent public transit services in these communities to the Santa Clarita Valley. The Acton/Agua Dulce route has demonstrated sufficient ridership to become a regular service, and we are conducting a solicitation process to select a new operator.

The process to finalize the scope of work and a new Request for Proposal package is taking longer than anticipated; consequently, the Contract must be extended to continue the service during the solicitation process. The second amendment to extend the existing Contract with Santa Clarita Valley Committee on Aging Corporation was approved on September 6, 2005, Synopsis 44, by your Board and expires June 30, 2006. The purpose of this action is to continue the Acton/Agua Dulce Shuttle Service on a month-to-month basis, not to exceed 12 months, starting July 1, 2006, while Public Works completes the solicitation process.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Service Excellence. This Amendment will continue to utilize this contractor's expertise to effectively provide this transit service in a timely and responsive manner, thereby improving the quality of life for County residents.

FISCAL IMPACT/FINANCING

The monthly cost for the Acton/Aqua Dulce Shuttle Service is estimated to be \$3,500 plus an additional 20 percent for any unanticipated service costs. The total for a 12-month period will be \$50,400. The necessary funds are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program included in the proposed Fiscal Year 2006-07 Transit Enterprise Fund Budget. There will be no impact to the County's General Fund.

Using the method approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service will continue to be more economically performed by an independent contractor than by County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This third Amendment will extend the term of the Contract. All other terms, conditions, requirements, and specifications of the original Contract, as previously amended, shall remain in effect.

ENVIRONMENTAL DOCUMENTATION

On December 10, 2002, Synopsis 27, your Board found this service to be statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080 (b) (10).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

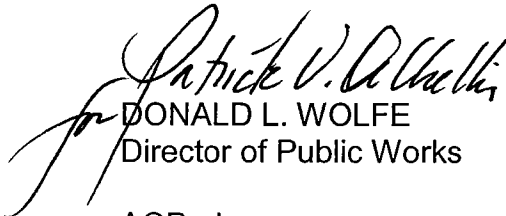
The extension of this Contract will not affect County personnel and provides for the continuation of the current service.

The Honorable Board of Supervisors
May 25, 2006
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CONCLUSION

Enclosed are two copies of the third Amendment. Upon approval, please return the Contractor Execute copy to Public Works, along with two adopted copies of this letter. The original Board Execute copy of the Amendment should be retained for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

AGD:abc

C061239

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Enc.

cc: Chief Administrative Office
County Counsel

THIRD AMENDMENT TO
CONTRACT NO. 001311

This THIRD AMENDMENT to CONTRACT NO. 001311, made and entered into this 24 day of May, 2006, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY), and the SANTA CLARITA VALLEY COMMITTEE ON AGING CORPORATION a nonprofit corporation (hereinafter referred to as CONTRACTOR):

W I T N E S S E T H

WHEREAS, on December 27, 2002, COUNTY and CONTRACTOR entered into CONTRACT NO. 001311 to provide fixed-route and paratransit shuttle services in the COUNTY unincorporated areas of Gorman and Acton/Agua Dulce, known as the Gorman and Acton/Agua Dulce Shuttle Service (hereinafter referred to as SERVICE); and

WHEREAS, the SECOND AMENDMENT to CONTRACT NO. 001311 expires on June 30, 2006; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 001311 on a month-to-month basis, not to exceed twelve (12) months, for the Acton/Agua Dulce Shuttle beginning July 1, 2006, while COUNTY completes the solicitation process; and

WHEREAS, the COUNTY has adopted or revised policies on Assignment by Contractor, Contractor debarment, and limitations on expenditures.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: The term of CONTRACT NO. 001311 is hereby extended on a month-to-month basis, not to exceed twelve (12) months beginning on July 1, 2006, and not to extend beyond June 30, 2007. Continuous performance of CONTRACT is hereby agreed upon by the COUNTY and the CONTRACTOR on the first day of each successive month, for a period of one month, commencing on July 1, 2006, up to the maximum period of twelve (12) months, through and including June 30, 2007, unless the COUNTY provides written notice of nonrenewal at least ten days before the first day of the successive one-month term.

SECOND: The vehicle rate shall be \$56.84 per hour not to exceed Three Thousand Five Hundred and 00/100 Dollars (\$3,500) per month or such other amount as the Board may approve.

THIRD: Amend Section 32 on page 41, ASSIGNMENT OR TRANSFER to read as follows: CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this CONTRACT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this CONTRACT, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this CONTRACT.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this CONTRACT, which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: Amend Section 43 on page 44, CONTRACTOR RESPONSIBILITY AND DEBARMENT to read as follows: The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act

or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Add Section 51, LIMITATION ON PAYMENTS to read as follows:

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SIXTH: All other terms, requirements, specifications, and conditions relating to the original CONTRACT, Amendment 1 and Amendment 2 shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County


ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

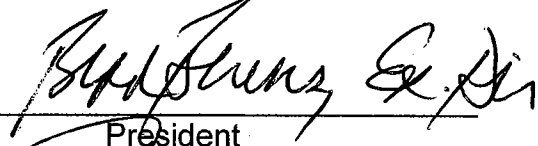
By _____
Deputy

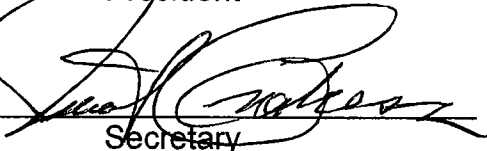
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

SANTA CLARITA VALLEY COMMITTEE
ON AGING CORPORATION

By  _____
President

By  _____
Secretary